

## **Exhibit B**

**UNITED STATES DISTRICT COURT FOR THE  
MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION**

CHARLIE THORNTON, )  
                        )  
                        )  
                        )  
                        )  
Plaintiff,           ) Civil Action No. \_\_\_\_\_  
                        )  
                        )  
                        )  
                        )  
FEDERAL EXPRESS,     )  
                        )  
                        )  
                        )  
                        )  
Defendant.           ) \_\_\_\_\_  
                        )

**DECLARATION OF KENT GASTINEAU**

**COUNTY OF MONTGOMERY    )**

**STATE OF ALABAMA           )**

I, Kent Gastineau, declare as follows:

1. I am over twenty-one years old and I am employed as a FedEx Home Delivery Services Operations Manager in Montgomery, Alabama for FedEx Ground Package System, Inc. ("FedEx Ground"). I have held this position since early February, 2005. I have been employed by FedEx Ground for over 4 years. My business address is 2770 East Gunter Park Drive in Montgomery, Alabama 36109.

2. As an Operations Manager, I am aware of the compensation that is typically paid to FedEx Home Delivery independent contractors in the Montgomery area. I am authorized to make this declaration on behalf of FedEx Ground and have first-hand knowledge of the facts stated in it.

3. FedEx typically pays its independent contractors in the Montgomery, Alabama area between \$900 and \$1100 in weekly compensation for services performed.

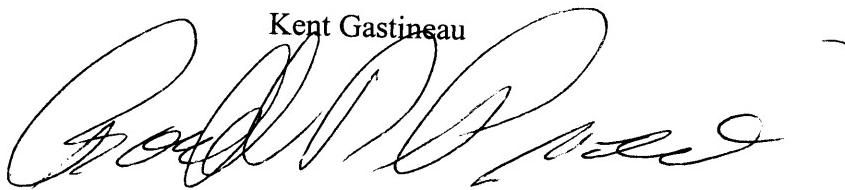
4. FedEx Ground never entered into a contract with Mr. Thornton to retain him as an independent contractor. However, if a court requires FedEx Ground to hire Charlie Thornton as an independent contractor according to an alleged oral contract between the Mr. Thornton and FedEx Ground, FedEx Ground would suffer costs including, but not limited to, future compensation owed to the Mr. Thornton for work performed under a judicially-created independent contractor position, costs associated with the disruption of FedEx Ground's existing operations by a judicially-created independent contractor position, and costs associated with the disruption of FedEx Ground's existing independent contractor relationships by a judicially-created independent contractor position, including potential litigation arising from the alteration or termination of existing FedEx Ground contracts. The total cost to FedEx if Plaintiff receives the specific performance he seeks in this lawsuit could easily exceed \$75,000, exclusive of interest or costs.

5. I declare under penalty of perjury, under the laws of the United States and the State of Alabama, that the foregoing is true and correct to the best of my personal knowledge, information, and belief.

Executed this 13th day of July, 2005, at Montgomery, Alabama.



Kent Gastineau



MY COMMISSION EXPIRES  
AUGUST 01, 2007